

REGULATION NO. 22  
COMPLIED WITH

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
JULY, Attorneys at Law, Greenville, S. C.

BOOK 1278 PAGE 55

21 4 1973  
DUNNIE S. TANKERSLEY  
R.M.C.  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Charles R. Poole and Linda J. Poole,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ralph S. Hendricks

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Five Thousand Two Hundred Ninety-Six and 80/100-----

-----Dollars (\$ 5,296.80 ) due and payable

as follows: \$50.00 on or before September 1, 1973, and \$50.00 on the 1st day of each successive month thereafter until paid in full, payments to be first applied to interest, balance to principal, with full right to anticipate any and all payments without penalty,

with interest thereon from date hereof at the rate of 7-1/2 per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Austin Township, and near the Town of Simpsonville, on the southern side of Seminole Drive, and being shown as Lot No. 9 on plat of Section I of Westwood Subdivision, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-F at Page 21 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Seminole Drive at the joint front corner of Lots Nos. 9 and 10, and running thence along Lot No. 10, S. 0-21 W., 144.2 feet to an iron pin; thence S. 89-16 W., 125 feet to an iron pin; thence along the line of Lot No. 8, N. 0-21 E., 143.2 feet to an iron pin on the southern side of Seminole Drive; thence along Seminole Drive, N. 89-04 E., 125 feet to the beginning corner.

This mortgage is second and junior in lien to mortgage given by the mortgagors herein to the United States of America, dated March 6, 1970, in the original amount of \$15,800.00, said mortgage recorded in the R.M.C. Office for Greenville County in Mortgage Book 1154 at Page 303.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.